

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
HARTFORD FIRE INSURANCE :
COMPANY, :
: Plaintiff, :
: : 07 CV 11606 (MGC)
-against- : ECF CASE
COMBI LINE INTERNATIONAL, S.P.A., :
: Defendant. :
-----X

ANNE C. LEVASSEUR, having been duly sworn, deposes and states the following upon the penalties of perjury as per 28 U.S.C. § 1746:

1. I am a member admitted to the Bar of this Honorable Court and am an attorney in the firm of Lennon, Murphy & Lennon LLC, attorneys for the Defendant Combi Line International, S.P.A. ("Combi").

2. I submit this Declaration in support of Combi's Motion to Dismiss Plaintiff's Complaint.

3. Attached hereto as Exhibit 1 is a true and accurate copy of the front and back side of the Bill of Lading contract number 016112284-C dated December 17, 2006 entered into between Combi Line International, S.P.A. as carrier and Multiax International SPA as shipper.

Executed at Southport, CT this 3rd day of September, 2008.

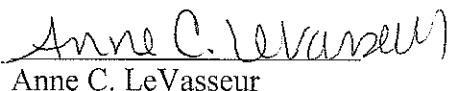

Anne C. LeVasseur

EXHIBIT 1

EXPRESS

BILL OF LADING

(NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER")

Shipper

MULTITAX INTERNATIONAL SPA
VIA SEGALUZZA, 25
33170 PORDENONE, ITALY

Reference

Consignee (if "To Order" so indicate)

MULTITAX CNC INC
4245 44TH ST. SE SUITE 8
GRAND RAPIDS, MI 49512, USA

Notify party (No claims shall attach for failure to notify)

SAME AS CNEE

COMBI LINE

Global consolidation services

Sede legale e operativa: 20090 SEGRATE (MI) - Via Cassanese 224 (Milano Oltra Palazzo Palladio)
Tel +39 02 213087.1 Fax +39 02 26929442 - e-mail: Info@combilinc.it - p.Iva 03973730867

Delivery of goods through

PAN STAR EXPRESS (CHICAGO) CORPORAT
1134 TOWER LANE
BENSENVILLE
PH. FAX.

RECEIVED by the Carrier the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading any local privileges and customs notwithstanding. The particulars given below as stated by the shipper. Weight contents and value of the goods are unknown to the Carrier.

In WITNESS thereof one (1) original Bill of Lading has been signed if not otherwise stated hereafter, the same being accomplished the other(s), if any, to the void, if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

		Place of receipt	
Ocean vessel	Voy no.	Port of loading	
NORDSEA	649W	GENOVA	
Port of discharge		Place of delivery	Freight payable at
NEW YORK, U.S.A.		NEW YORK, U.S.A.	DESTINATION
			Numb.of origin. B/L's 0 / (NONE)
			B/L No. 016112284-C

Marks and numbers	No. of Pkgs or Shipping Units	Description of Goods (said to contain)	Gross weight of cargo in Kilos
1X40'OT EXCU 042031/6 SEAL:135157	11 PKGS	<p>SHIPPER'S STOW LOAD AND COUNT SAID TO CONTAIN</p> <p>MULTITAX "T" SERIES CNC ROUTER, MODEL T 0115-3615 COMPLETE WITH STANDARD ACCESSORIES</p> <p>FREIGHT COLLECT EXPRESS BL, NO ORIGINAL REQUIRED</p>	7.350,00

COPY

* FREIGHT TO BE COLLECT
THC : COLLECT

* FCL/FCL TRAFFIC

Excess value declaration refer to clause 6 (4) (B) + (C) on reverse side

Loaded into container(s)	SEAL:	
/		

* Shipper is fully responsible for freight collect unpaid at destination *

DISBURSEMENT

The contract evidenced by or contained in this Bill of Lading is governed by the law of Italy, and any claims or dispute arising hereunder or in connection herewith shall be determined by Courts of Italy and no other Courts *

Shipped on board the vessel
COMBI LINE INT'L SPA
Date 17/12/2006 Signed by AS CARRIER

Signed on behalf of the Carrier

COMBI LINE INT'L SPA
AS CARRIER

(terms continued on back hereof)

Place and date of issue

MILAN
17/12/2006

